

**ALAMEDA COUNTY SUPERIOR COURT**  
**APPLICATION FOR APPOINTMENT TO ADR PANELS**  
*including Judicial Arbitration, Mediation, Neutral Evaluation, and Private Arbitration*

**1. APPLICANT:**

**Applicant's Name:** Bruce Lymburn  
**Firm Name:** Wendel, Rosen, Black, & Dean, LLP  
**Address:** 1111 Broadway Street, 24th Floor  
  
**City/State/Zip:** Oakland, CA 94607  
**Telephone:** ( 510 ) 834-6600 **Fax:** ( 510 ) 834-1928  
**Email:** BLymburn@Wendel.com

**2. PANEL REQUEST: (All applicants are requested to serve as Judicial Arbitrators)**

Check each panel for which you are applying:  
☒ Judicial Arbitration   ☒ Mediation   ☒ Neutral Evaluation   ☒ Private Arbitration

**3. EDUCATION:**

Dates (from-to)	College/University/Law School	Degree Obtained
1979	University of California, Santa Cruz	B.A. Earth Sciences & Environmental Studies
1982	Boalt Hall School of Law	J.D.

**4. LEGAL EXPERIENCE:**    **State Bar No.** 104659    **Date Admitted:** 1982

- A. Are you a member in good standing of the State Bar of California?   ☒ Yes   ☐ No
- B. Are you a retired judicial officer?   ☐ Yes   ☒ No  
Please describe when/where you last served as a judicial officer: \_\_\_\_\_
- C. Are you actively engaged in the practice of law at this time?   ☒ Yes   ☐ No  
If not, are you retired from practice? \_\_\_\_\_ Date retired: \_\_\_\_\_  
If your license is presently inactive, please explain: \_\_\_\_\_
- D. Are you currently active in litigation practice?   ☒ Yes   ☐ No  
Approximately what percentage of your practice involves litigation?   5 %
- E. If your practice includes personal injury litigation, approximately what percentage of your practice involves the representation of: plaintiffs    % ;   of defendants    % ?
- F. How many of the following have you personally handled as attorney of record in the past five years?   Jury Trials    ; Court Trials    ; Mediations    ; Arbitrations    ;
- G. Describe any legal publications or teaching you have done: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. ADR TRAINING and EXPERIENCE**

Course Title	Sponsoring Organization	Hours of Credit	Dates

- A. Number of years experience as: mediator \_\_\_\_; arbitrator \_\_\_\_; neutral evaluator \_\_\_\_;  
 B. List all other court-connected ADR panels of which you are a member, specifying the processes for which you have qualified: \_\_\_\_\_

- C. State the name(s) of any organization(s) through which you have provided ADR services during the past five years, giving the dates and the services you provided: \_\_\_\_\_

- D. Describe the subject matter of five disputes in which you served as the ADR provider in the past 5 years, including the dates of service, the process and if you were sole or co-provider.

1. \_\_\_\_\_;
2. \_\_\_\_\_;
3. \_\_\_\_\_;
4. \_\_\_\_\_;
5. \_\_\_\_\_;

- E. Is your ADR style best described as \_\_\_\_ facilitative or \_\_\_\_ evaluative/directive?

- F. Describe any ADR related publications or training you have done: \_\_\_\_\_

- G. Set forth your hourly fee or fee schedule, including any sliding scale or pro bono provisions.

**Attach a copy of your fee agreement.** (Please note: Judicial arbitrators waive compensation for the first three (3) hours of hearing time in Alameda County and all ADR panelists are requested to accept at least three (3) Judicial arbitration cases per year).

**6. AVAILABILITY/SPECIAL REQUIREMENTS**

- A. List any languages, other than English, in which you are able to conduct ADR proceedings: \_\_\_\_\_

- B. Please state any special bi-cultural/multi-cultural capabilities or familiarity you possess: \_\_\_\_\_

- C. You are available to conduct ADR conferences: ☒ in your office; ☒ at counsel's office; \_\_\_\_ other (please describe: \_\_\_\_\_)

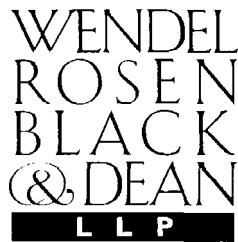
- D. You are available to conduct ADR proceedings: ☒ during regular office hours; ☒ evenings by appointment; ☒ weekends by prior arrangement;

- E. Please describe any requirements you have for ADR participants such as submission of copies of pleadings, briefs, declarations in lieu of testimony, etc.: \_\_\_\_\_

## 7. SUBJECT MATTER DESIGNATION

Please check each area below in which you are qualified by training/experience to provide ADR services, indicating the percentage it represents of your law practice, if any, and the ADR process(es) which you are prepared to offer in that area:

Case Type Accepted	% of Practice	Judicial Arb.	Mediation	Neutral Eval.	Private Arb.
Bankruptcy					
Business/Corp.	25%	X	X		
Civil Rights					
Collections					
Construction	5%				
Contracts	10%	X	X		
Elder law/abuse					
Employment:					
- Discrimination					
- Harassment					
- Termination	5%	X	X		
Environmental	10%	X	X		
Fraud					
False Imprison.					
Family Law					
HO Ass'n					
Insurance Cov.					
Intellect. Property	10%	X	X		
Landlord-Tenant	5%				
Legal Malpractice					
Maritime					
Med Malpractice					
Partnership	5%	X	X		
P.I. – Auto					
P.I. – Other					
Premises Liability					
Probate/Trust					
Product Liab.					
Real Property	25%	X	X		
Securities					
Tax					
Toxic Torts					
Wrongful Death					
Other:					



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April 23, 2003

**(NAME AND ADDRESS OF CLIENT)**

**Re: Engagement of Legal Services**

Dear **(CLIENT'S NAME)**:

We appreciate the opportunity to serve as your lawyers and look forward to working with you. This letter confirms our agreement concerning our legal services and the fee arrangements for those services.

**1. Scope of Engagement.** We will provide the legal services reasonably required in connection with \_\_\_\_\_. Our work is limited to such services, including services rendered at your request on this matter prior to the date of this contract.

**2. Fees and Personnel.** Our fees will be based on our standard hourly billing rates. We bill for our time in increments of one-tenth of an hour. All time is billed; for example, research and analysis time, consultation time, telephone time, travel time and all time spent in conferences, meetings, court appearances, depositions and drafting documents. If more than one of us attends a meeting, each will charge for the time spent. While we may make good faith efforts to estimate potential fees accurately, fee estimates are not precise and actual fees can vary significantly from any estimate. Consequently, our fees are not limited to the amount of any estimate. Our present hourly rates range from \$150 to \$425 for attorneys and from \$75 to \$150 for paralegals, law clerks, and case clerks. Hourly rates are subject to reasonable change, usually at the beginning of each year. This agreement pertains to the retention of our law firm and not of a particular attorney.

**3. Disbursements and Expenses.** In addition to our fees, we may advance costs that are, in our judgment, reasonably necessary for your representation. You agree to reimburse us for all such costs, which include, by way of example only, charges for document copying, facsimile transmission and receipt, computerized legal research, travel expenses, postage, messenger, overnight courier fees and long-distance telephone and teleconferencing charges. All expenses over \$500 will require advance payment.

April 23, 2003  
Page 2

**4. Retainer.** Our usual practice is to require a retainer for each engagement to cover a portion of the anticipated attorneys' fees and costs. The firm is requesting a \$ \_\_\_\_\_ retainer in this matter.

The retainer will be maintained by the firm as a credit toward billings and disbursements and will be held until the final billing in this matter. You are expected to make current payment of all statements during the course of our work. When our work is completed, we will return any unapplied retainer, after deducting payment for any services and any remaining expenses. We may require an additional retainer if events occur that significantly increase the potential fees and costs.

**5. Billing; Payment Responsibilities.** We will send monthly statements describing our services and fees and costs due. If questions arise about a statement, please telephone or write me so that we may discuss any questions (at no charge) while recollections are fresh. Statements are due upon receipt.

Any dispute arising out of or related to this agreement or our professional services, or any other dispute of any kind, shall be decided at Oakland, California, by a single neutral arbitrator appointed by the American Arbitration Association. The Commercial Rules of the American Arbitration Association shall apply to any dispute. The arbitrator is to be an attorney at law or retired judge, mutually acceptable to the parties or selected by the American Arbitration Association.

**6. Attorneys' Lien.** The firm shall have and you hereby grant a lien for services rendered and costs incurred on the sums recovered or fund created, whether by settlement, award, judgment or transaction.

**7. Termination of Services.** You may terminate our services at any time by written notice. After receiving such notice, we will cease work. We will cooperate with you in the transfer of files and records to your new counsel. We may terminate our services at any time, with your consent or for good cause. Good cause exists if: (a) any invoice is not paid within 60 days of its date; (b) you do not meet any other obligation under this agreement for 15 days after we send you written notice; (c) you misrepresent or did not disclose material facts to us, refuse to cooperate with us, refuse to follow our advice on a material matter, or otherwise make our representation unreasonably difficult; or (d) any other circumstance in which ethical rules of the legal profession mandate or permit termination, including situations where a conflict of interest arises. If we terminate our services, you agree to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination. Termination of our services, whether by you or by us, will not relieve your obligation to pay for services rendered and costs incurred before our services have fully ceased.

**8. No Guarantee of Outcome.** Any comments made by us about the potential outcome of this matter are expressions of opinion only and are not guarantees or promises about outcomes or results.

April 23, 2003

Page 3

**9. Entire Agreement; Full Understanding; Modifications in Writing.** This letter contains our entire agreement about our representation. Modifications or additions to this letter agreement must be made in writing.

If these terms are satisfactory, please sign the enclosed copy in the space provided below and return it to us, together with your retainer check in the sum of \$\_\_\_\_\_, in the postage prepaid self-addressed envelope provided. Again, we thank you for allowing us the opportunity to serve as your lawyers.

Very truly yours,

WENDEL, ROSEN, BLACK & DEAN, LLP

**(NAME OF ATTORNEY)**

These terms are accepted as of the date of this letter.

**[If an entity:]**

**Name of Client**

By \_\_\_\_\_

**[If an individual:]**

\_\_\_\_\_  
**[Client's Name]**